

15644-AD

MCCANN, GARLAND, RIDALL & BURKE

ATTORNEYS AT LAW
SUITE 4000
309 SMITHFIELD STREET

PITTSBURGH, PENNSYLVANIA 15222

AREA CODE 412
TELEPHONE 566-1818

June 22, 1988

RECORDATION NO. 15644-AD

JUN 24 1988 - 10 25 AM

INTERSTATE COMMERCE COMMISSION

JOHN A. MCCANN
1891-1978

FACSIMILE:
(412) 566-1817

G. GRAY GARLAND, JR.
EDMUND W. RIDALL, JR.
CHARLES R. BURKE
EDWARD C. WACHTER, JR.
STEPHEN JURMAN
MICHAEL J. WOODRING
THEA G. EVANKOVICH
EWING C. BASHOR
GRETCHEN G. DONALDSON
BERNARD J. BERCIK, JR.

Secretary
Interstate Commerce Commission
Washington, D.C.

Dear Madam:

8-1764050
No.

Date JUN 24 1988

Fee \$ 39.00

ICC Washington, D.C.

Enclosed for recordation pursuant to the provisions of Section §11303(a) of Title 49 of the United States Code and the rules and regulations thereunder are two (2) executed counterparts of a Partial Termination of Security Agreement and Collateral Assignment dated as of June 21, 1988. The Amendments are to a Security Agreement and a Collateral Assignment of Leases and RMI Agreement both dated as of May 19, 1988.

A general description of the railroad equipment covered by the enclosed documents is:

DESIGNATION	DESCRIPTION	QUANTITY	CAR NUMBERS
CN	100 ton, 3418 cubic foot, triple pocket, open top, hopper cars. Remanufactured (Rule 88) by Bethlehem Steel Freight Car Division, 1988	20	CN 328501 - 328520 (inclusive)

The names and addresses of the parties to the enclosed documents are:

Partial Termination of Security Agreement and Collateral Assignment dated as of June 21, 1988.

Debtor/
Assignor: Helm Financial Corporation
One Embarcadero Center
Suite 3320
San Francisco, CA 94111

Secured Party/
Assignee: Westinghouse Credit Corporation
One Oxford Centre
Pittsburgh, PA 15219

A fee of \$ 13- is enclosed. Please return the originals and any copies not needed by the Commission for recordation to me.

A short summary of the documents to appear in the Index follows:

Partial Termination of Security Agreement and Collateral Assignment dated as of June 21, 1988 between Helm Financial Corporation, Debtor, Assignor, One Embarcadero Center, Suite 3320, San Francisco, CA 94111, and Westinghouse Credit Corporation, Secured Party/Assignee, One Oxford Centre, Pittsburgh, PA 15219, terminating security interests and the assignment only as to car numbers CN 328501-328520 (inclusive), the letters and Purchase Order, as defined in the Partial Termination, only as they relate to the above-referenced Canadian cars. The amendments are to a Security Agreement and a Collateral Assignment and RMI Agreement both dated as of May 19, 1988.

You are hereby authorized to deliver any and all executed copies of the Assignment not needed by the Commission, with filing data noted thereon, following recordation, to the representative of Messrs. Sidley & Austin, who is delivering this letter and said enclosures to you.

McCANN, GARLAND, RIDALL & BURKE

By *McCann Garland Ridall & Burke*

Enclosure

07LT26/29

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INTERSTATE COMMERCE COMMISSION

PARTIAL TERMINATION OF
SECURITY AGREEMENT AND COLLATERAL ASSIGNMENT

THIS PARTIAL TERMINATION OF SECURITY AGREEMENT AND COLLATERAL ASSIGNMENT, dated as of June 24, 1988, by Westinghouse Credit Corporation, a Delaware corporation (hereinafter called "Westinghouse"), for the benefit of Helm Financial Corporation, a California corporation ("Helm").

1. Recitals. Helm owns Seventy (70) 100-ton 3418 cubic foot triple pocket, open top hopper cars, remanufactured (Rule 88) by Bethlehem Steel Freight Car Division ("Bethlehem"), 1988 bearing American Association of Railroads Designation Numbers TWRX 10001 through 10003, TWRX 10078 through 10124 and CN 328501 through 328520 (the "Cars"). Helm has leased or will lease the Cars to the Tradewater Railway Company, a Kentucky short-line railroad ("Tradewater"), pursuant to a certain Lease of Railroad Equipment, dated as of January 28, 1988, between Tradewater and CIS Equipment Leasing Corporation ("CIS"), said Lease being assigned to Helm (the "Lease") and to Canadian National Railway, a Canadian railroad company ("Canadian") pursuant to certain Letters of Intent, dated May 10, 1988, May 13, 1988 and May 17, 1988, between Canadian and Helm (the "Letters"). Helm has granted a security interest in the Cars, the Lease, the Letters and a Purchase Order, dated December 1, 1987, and reply letter from Bethlehem, dated March 22, 1988 (the "Purchase Order") (hereinafter collectively referred to as the "Collateral"), to Westinghouse upon the terms and conditions provided in that certain Security Agreement, dated as of May 19, 1988, between Helm and Westinghouse (the "Security Agreement"). Helm assigned the Collateral to Westinghouse upon the terms and conditions provided in that certain Collateral Assignment of Leases and RMI Agreement, dated as of May 19, 1988, between Helm and Westinghouse (the "Collateral Assignment").

Pursuant to Paragraph 1.5 of the Security Agreement and pursuant to the terms of the Collateral Assignment, Westinghouse and Helm desire to terminate Westinghouse's security interest in and the assignment of certain of the Cars as listed in Annex A hereto (the "Canadian Cars"), the Letters and the Purchase Order as it relates to the Canadian Cars (the "Letters and the Purchase Order as it relates only to the Canadian Cars shall hereinafter be referred to as the "Related Collateral").

2. Termination of Security Interest. Westinghouse's security interest in and the assignment of the Canadian Cars and Related Collateral shall be and is hereby terminated upon the filing of this Partial Termination with the Interstate Commerce

Commission and all of Westinghouse's right, title and interest in and to the Canadian Cars and Related Collateral shall and has become null and void.

IN WITNESS WHEREOF, Westinghouse, pursuant to due authority, has executed this Partial Termination of Security Agreement and Collateral Assignment as of the date first above written.

WESTINGHOUSE CREDIT CORPORATION

ATTEST:

Name: [Signature] By: [Signature]
Title: Serial Investment Mgr. Title: JOHN F. MCENERY
[CORPORATE SEAL] Vice President, Leasing Operations

STATE OF PENNSYLVANIA)
COUNTY OF Allegheny) ss.

On this 21st day of June, 1988, before me, personally appeared John F. McEnery to me personally known, who being by me duly sworn, says that he is a Vice President of Westinghouse Credit Corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[SEAL]

[Signature]
Notary Public
JOANN B. KLINGLER, NOTARY PUBLIC
PITTSBURGH, ALLEGHENY COUNTY
MY COMMISSION EXPIRES MAY 6, 1991
Member, Pennsylvania Association of Notaries

ANNEX A

NEW REPORTING MARK # =====	NEW CAR NUMBER =====	REPORTING MARK =====	OLD ROAD NUMBER =====
CN	328501	CO	87587
CN	328502	CO	87336
CN	328503	CO	87598
CN	328504	CO	87712
CN	328505	CO	87877
CN	328506	CO	87011
CN	328507	CO	87051
CN	328508	CO	87620
CN	328509	CO	87994
CN	328510	CO	87584
CN	328511	CO	87900
CN	328512	CO	87442
CN	328513	CO	87891
CN	328514	CO	87273
CN	328515	CO	87391
CN	328516	CO	87649
CN	328517	CO	87880
CN	328518	CO	87245
CN	328519	CO	87914
CN	328520	CO	87703